

Agreement

This Agreement made and entered on the 1st day of May, 2009, by and between the County of Milwaukee, hereinafter referred to as "County," Milwaukee District Council 48, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as "Union," and Amedeo Greco, hereinafter referred to as "Arbitrator."

Witnesseth:

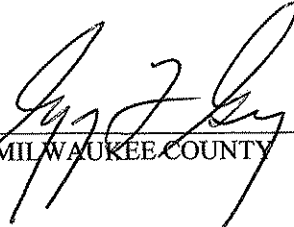
1. The County and the Union hereby appoint Amedeo Greco within the meaning of Section 4.05 of their collective bargaining agreement. This appointment is for a period beginning May 1, 2009 and ending December 31, 2010.
2. During the period of appointment, the duties of the Permanent Arbitrator shall be performed in accordance with the pertinent provisions of the collective bargaining agreements between the County and the Union, and addenda attached thereto, and any amendments or modifications subsequently attached thereto, all of which are incorporated herein by reference.
3. Arbitrator shall hold himself reasonably available to perform the duties of Permanent Arbitrator. However, Arbitrator shall not receive the monthly retainer should he take a leave of absence. If Arbitrator takes a leave of absence, which shall be for no more than six (6) months, Arbitrator shall provide the parties with at least sixty (60) days' advance notice. The parties agree that the Arbitrator shall set four (4) dates per month, and such dates shall be scheduled on days which are acceptable to all parties. Arbitrator agrees that additional dates for additional cases shall be scheduled at a time mutually agreed upon by all parties on an as-needed basis. It is further understood by the parties that the number of arbitration dates are for the use by the County and the Union.
4. Nothing in this agreement shall prevent Arbitrator from engaging in private practice as a professional neutral in dispute resolution or in any other pursuit not in conflict with the position of Permanent Arbitrator, but only to the extent that such practice or other pursuit permits Arbitrator to be reasonably available to perform the duties of Permanent Arbitrator.
5. The County and the Union shall provide suitable room(s) within Milwaukee County for the Conduct of arbitration hearings.
6. Arbitrator shall bear the expense incurred by him in his performance of Permanent Arbitrator duties, such as: mileage, meals, typing, and duplicating services, materials and equipment, postage and the maintenance and equipping of a suitable work location outside of County and Union premises, but within a reasonable distance of Milwaukee County.

7. In consideration of Arbitrator's agreement to the terms of this Agreement, the County and the Union shall each pay one-half of the following fees:
 - a. A retainer, consisting of Two Thousand Dollars (\$2,000) per month, payable on the first (1st) day of each calendar month for the duration of this Agreement.
 - b. A per diem rate in accordance with the standards noted in 8.a. and 8.b. consisting of Seven Hundred and Twenty Dollars (\$720).
8. At the time Arbitrator completes work on a case, he shall promptly submit to the County, the Union, and to the treasurer of the affected Local his bill, with respect to that case, specifying the following matters:
 - a. The date(s) of hearing (including conferences and site inspections) held in the case and the number of eight (8) hour days or any part thereof spent in such hearings and breaks during and between hearings on any given day. The full per diem fee, as specified herein, shall be paid for any amount of time spent in hearing
 - b. The number of eight (8)hour workdays to the eighth of a day, spent in case-related preparation (including correspondence, telephone communications, administration and record-keeping, pre-hearing research, if any, record review, post hearing, decision-writing, editing and distribution).
 - c. Case-related travel between the hearing location and Arbitrator's work location shall be reimbursed at Ninety Dollars (\$90.00).
 - d. When a hearing in a matter is commenced, but is not completed within three (3) months of the original date of the hearing, Arbitrator may send the County and the Union an interim bill for time spent in hearing and preparation during the resolution of such matter.
9. The cancellation or postponement of a hearing shall not entail a separate fee in addition to that, if any, otherwise arising under the standards set forth in 8.a. and 8.b. and 8.c., above.
10. The County and the Union shall pay as soon as possible after receipt of a bill. Union bills shall be sent to and paid by Milwaukee District Council 48, which shall be the entity responsible for payment of all bills sent to it by Arbitrator. Any reimbursement to Milwaukee District Council 48 by any Local of the District Council shall be the sole responsibility of Milwaukee District Council 48 to arrange. However, such Local reimbursement or the delay of such Local reimbursement shall not cause a delay in the payment to Arbitrator by Milwaukee District Council 48.
11. The monthly retainer shall be mailed to Arbitrator no later than five (5) calendar days subsequent to the first (1st) day of any month subject to this Agreement.

Furthermore, bills submitted by Arbitrator under paragraphs 7 and 8 above shall be paid within forty-five (45) days of the date of the bill.

12. Arbitrator shall issue a written decision within forty-five (45) days of the date of the completion of any hearing or within forty-five (45) days of the date that the last brief is submitted in any grievance. This provision may be waived with the consent of both Milwaukee County and Milwaukee District Council 48, AFSCME, AFL-CIO.
13. County and Union further reserves the right to terminate this Agreement at any time for any reason by giving Contractor Sixty (60) days' written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination.


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT Dated at Milwaukee, Wisconsin, this 1st day of May, 2009.



For MILWAUKEE COUNTY Date 5-12-09


Quedes Meeco 3/31/2009
For CONTRACTOR Date


MILWAUKEE DISTRICT COUNCIL 48,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO/CIO, and its appropriate
affiliated Locals, termed "Union"


Richard Abelson, Executive Director


Joann Marczewski, Pres. Local 170

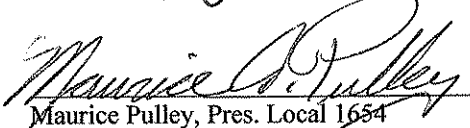

Kevin Schoofs, Pres. Local 567



David Eisner, Pres. Local 594


Beth Werve, Pres. Local 645


Kurt Zunker, Pres. Local 882

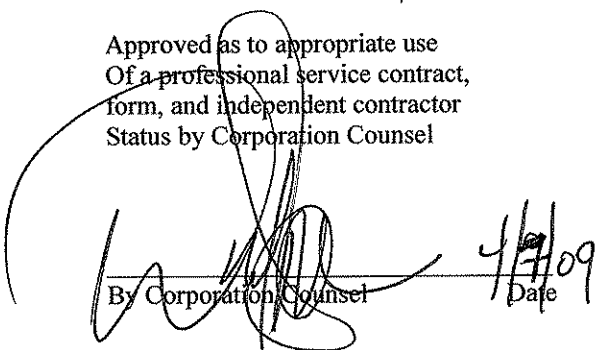

Milton Bartelme, Pres. Local 1055

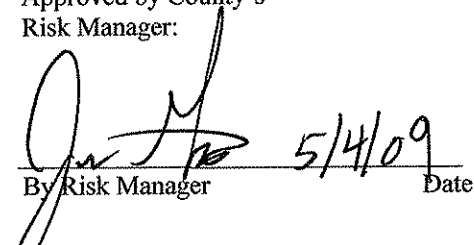

Maurice Pulley, Pres. Local 1654


Rodney W. Harris, Pres. Local 1656

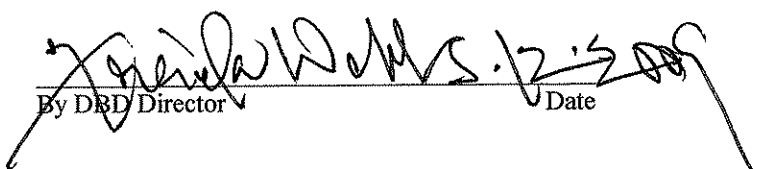
Approved as to appropriate use
Of a professional service contract,
form, and independent contractor
Status by Corporation Counsel

Approved by County's
Risk Manager:


By Corporation Counsel Date 4/7/09


By Risk Manager Date 5/4/09

Approved with regards to Chapter 42
County General Ordinances:


By DED Director Date